

SIDE LETTER OF AGREEMENT
BETWEEN THE COUNTY OF SAN BERNARDINO AND
SBPEA TEAMSTERS LOCAL 1932

MODIFIED AGENCY SHOP

**ALL UNITS – EXCEPT MANAGEMENT, SUPERVISORY
AND SUPERVISORY NURSES**

The County of San Bernardino and Teamsters Local 1932 hereby enter into the Side Letter of Agreement to modify the provisions of the “Modified Agency Shop” article of the current MOU between the parties for all Units, except Management, Supervisory and Supervisory nurses, to adopt the following language, which shall for all purposes replace the existing language:

Current employees in these Units who are now Teamsters members shall remain Teamsters members for the period of this Agreement; provided, however, that an employee may withdraw from Teamsters by sending a signed letter to Teamsters during an annual thirty (30) day withdrawal period commencing at 12:01 a.m. on December 1st and ending at 12:00 a.m. (midnight) on December 31st. Employees who withdraw membership will be required to pay an agency fee to Teamsters that is not greater than union dues unless exempt by application of these provisions. Employees who are hired after this Agreement is approved by the Board of Supervisors, and who are in a job classification within the representation unit of Teamsters covered by this Agreement, shall within the first pay period from the date of commencement of duties as an employee, become a member of Teamsters or pay to Teamsters a fee in an amount not greater than Teamsters’ biweekly dues; provided, however, that the Unit member may authorize payroll deduction for such fee. Excepted from the above are extra-help and recurrent employees.

Dues withheld by the County shall be transmitted to the Teamsters Officer designated in writing by Teamsters as the person authorized to receive such funds, at the address specified.

The parties agree that the obligations herein are a condition of continued employment for Unit members. The parties further agree that the failure of any Unit member covered by the Article to remain a member in good standing of Teamsters or to pay the equivalent of Teamsters dues during the term of this Agreement shall constitute, generally, just and reasonable cause for termination.

The County shall not be obligated to put into effect any new, changed or discontinued deduction until a payroll deduction card is submitted to the Auditor-Controller/Treasurer/Tax Collector in sufficient time to permit normal processing of the change or deduction.

No Unit member shall be required to join Teamsters or to make an agency fee payment if the Unit member is an actual, verified member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting employee organizations; this exemption shall not be granted unless and until such Unit member has verified the specific circumstances. Such employee must, instead arrange with Teamsters to satisfy his/her obligation by donating the equivalent amount to a non-labor, non-religion charitable fund, tax-exempt under Section 501(c)(3) of the Internal Revenue Code (IRC), chosen by the employee, from the following: County Employees Combined Giving Campaign; Teddy Bear Tymes; the Salvation Army. Teamsters shall be responsible for determinations under this paragraph.

Teamsters shall be fully responsible for expending funds received under this Article consistent with all legal requirements for expenditures of employee dues, which are applicable to public sector labor organizations.

Whenever a Unit member shall be delinquent in the payment of dues or fees, Teamsters shall give the Unit member written notice thereof and fifteen (15) days to cure the delinquency; a copy of said notice shall be forwarded to the County's Human Resources Division Chief. In the event the Unit member fails to cure said delinquency, Teamsters shall request, in writing, that the County initiate termination proceedings. The termination proceedings shall be governed by applicable laws and are specifically excluded from the Grievance Procedure.

The County shall not deduct monies specifically earmarked for a Political Action Committee or other political activities.

Teamsters shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and, upon request to the employees who are members of Teamsters within sixty (60) days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its President and Treasurer or corresponding Principal Officer or by a Certified Public Accountant. A copy of financial reports required under or referred to in the Labor-Management Disclosure Act of 1959 or Government Code Section 3546.5 shall satisfy this requirement.

This organizational security arrangement shall be null and void if rescinded by a vote of employees in the Unit pursuant to Government Code Section 3502.5(b). Teamsters hereby agrees to defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability or cause of action of any nature whatsoever arising out of the operation of this Article.

Teamsters' indemnity and liability obligation is more fully set forth as follows:

- (a) Teamsters shall defend, indemnify and hold harmless the County of San Bernardino and its officers and employees from any claim, loss, liability, cause of action or administrative proceeding arising out of the operation of this Article. Upon

commencement of such legal action, administrative proceeding, or claim, Teamsters shall have the right to decide and determine whether any claim, administrative proceeding, liability, suit or judgment made or brought against the County or its officers and employees because of any application of this Article shall not be compromised, resisted, defended, tried or appealed. Any such decision on the part of Teamsters shall not diminish Teamsters' defense or and indemnification obligations under this Agreement.

- (b) The County, immediately upon receipt of notice of such claim, proceeding or legal action shall inform Teamsters of such action, provide Teamsters with all information, documents, and assistance necessary for Teamsters defense or settlement of such action and fully cooperate with Teamsters in providing all necessary employee witnesses and assistance necessary for said defense. The cost of any such assistance shall be paid by Teamsters.
- (c) Teamsters upon its compromise or settlement of such action or matter shall immediately pay the parties to such action all sums due under such settlement or compromise. Teamsters, upon final order and judgment of a Court of competent jurisdiction awarding damages or costs to any employee, shall pay all sums owing under such order and judgment.

For the County of San Bernardino:

By: Bob Windle
BOB WINDLE
Assistant Director
Human Resources

Dated: 9/7/16

For SBPEA Teamsters Local 1932:

By: Randy Korgan DE
RANDY KORGAN
General Manager
Teamsters Local 1932

Dated: 9-7-16